

Jonathan A. Judd (JJ-1655)  
HAVKINS ROSENFELD RITZERT  
& VARRIALE, LLP  
Attorneys for Defendant  
WAYNE BERNARD CAMPBELL  
Eleven Penn Plaza, Suite 2101  
New York, New York 10001  
(212) 488-1598

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

=====X  
LILLIAN OYOLA,

Case No.: 07CV3387

Plaintiff,

**RULE 26 DISCLOSURE**

-against-

WAYNE BERNARD CAMPBELL,

Defendant.  
=====X

Defendant WAYNE BERNARD CAMPBELL, by his attorneys Havkins Rosenfeld Ritzert & Varriale, LLP, as and for his initial disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1), sets forth the following upon information and belief:

1. The following individuals may have discoverable information relevant to the disputed facts:
  - a. Lillian Oyola, 22 Elliot Place, Bronx, New York 10452;
  - b. Wayne Bernard Campbell, 2505 Camelback Road, Richmond, Virginia 23236; and
  - c. Jose Serano, 1848 Monroe Avenue, basement apartment, Bronx, New York.

In addition, the defendant may rely upon the individuals identified in Rule 26 Disclosures filed on behalf of other parties to this action. Discovery and investigation are continuing in this matter and the defendant reserves the right to identify additional individuals likely to have

discoverable information and to supplement and/or amend the subject matters about which the above-named individuals may have information.

2. Documents, data compilations and tangible things in the possession of the defendant that may be used to support his defenses:

Annexed hereto are the following documents:

a. Exhibit "A" - Police Accident Report;

In addition, the defendant may rely upon the documents identified in Rule 26 Disclosures filed on behalf of other parties to this action. Discovery and investigation are continuing in this matter and the defendant reserves the right to identify additional documents, data, or tangible things likely to have discoverable information and to supplement and/or amend the foregoing response accordingly.

3. Computation of any category of damages claimed by the defendant: Not Applicable.

4. Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment:

We have been advised by the defendant, WAYNE BERNARD CAMPBELL, that, at the time of the alleged accident he was insured under a policy of automobile liability insurance issued by ALFA Insurance Company under policy number N0110572 with effective dates of coverage of August 4, 2006 through February 4, 2007 and affording coverage limits of \$50,000 per occurrence and \$100,000 general aggregate.

PLEASE NOTE, that in accordance with Rule 26(a)(1), the defendant has made his initial disclosures based on information then reasonably available to him.

Dated: New York, New York  
June 22, 2007

HAVKINS ROSENFELD RITZERT  
& VARRIALE, LLP  
Attorneys for Defendant  
WAYNE BERNARD CAMPBELL

By: 

Jonathan A. Judd (JJ1665)  
Eleven Penn Plaza, Suite 2101  
New York, New York 10001  
(212) 488-1598  
Our File: 11500-104

TO: **KUHARSKI, LEVITZ & GIOVINAZZO**  
*Attorneys for Plaintiff*  
7 Dey Street, 14<sup>th</sup> Floor  
New York, New York 10007  
(212) 228-1331